

as is suggested to them. They are not dishonest but technically uninformed, and often, if not usually, consciously or unconsciously, prejudiced.

As has been well pointed out in numerous modern decisions and many discussions of handwriting expert evidence by scientific law writers, the value of document expert evidence, unlike most expert evidence, arises, not from the mere opinion itself but from the reasons for the opinion. This sensible test in a disputed handwriting case greatly minimizes, if it does not actually destroy, the value of the testimony of untrained witnesses who presume to give only mere opinions on the subject.

The careful trial lawyer cannot, of course, wholly ignore such evidence which may be marshalled on either side against the interests of justice, but will endeavour to use it to support and confirm correct technical testimony given with reasons and illustrations. Some witnesses of this class are conceited and have been led to think they have a peculiar ability and they will undertake to go into details and, without technical qualifications, will attempt to give definite reasons for their opinions. Detailed evidence by such a witness is almost certain to be full of errors and, as a rule, such a witness can be successfully attacked by a qualified counsel.

Proof of handwriting by lay witnesses would be less dangerous if given in response to a question something like this, "From what knowledge of this handwriting you have and from the circumstances of the case and the conditions surrounding the production of the writing, is it your opinion that this handwriting is genuine or not?" Whether the question is propounded in this way or not, this is exactly the way in which it is usually answered. On the pretense of giving technical evidence a witness is in fact allowed to give his opinion on the general merits of the case as affected perhaps by his prejudice or his actual interest.

In disputed will cases one collection of relatives, more or less distant, and friends more or less friendly, on one side give evidence that a signature is genuine, and a similar group, wholly untrained, without scientific knowledge, and perhaps unconsciously acting under suggestion, give exactly opposing evidence. It may be practically impossible to dispense with such evidence entirely but it should be received with caution and should not be dignified in legal opinions or in legal literature more than it deserves and it certainly does not deserve much.

Province of Manitoba.

COURT OF APPEAL.

Perdue, C.J.M., Cameron and Fullerton, J.J.A.] [44 D.L.R. 185.

ROBB V. MERCHANTS CASUALTY CO.

Insurance—Accident policy—Construction.

A clause in an accident insurance policy, insuring against loss sustained while "riding as a passenger within the enclosed part of